

**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Harald Fonfara et al.Application No./Patent No.: 10/566,797 Filed/Issue Date: 03/12/2007

Entitled: Cooling Device for an Electronic Component, Especially for a Microprocessor

Liebert Corporation  
(Name of Assignee), a Corporation

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1.  the assignee of the entire right, title, and interest; or
2.  an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

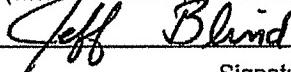
A.  An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.**OR**B.  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:1. From: Harald Fonfara et al. To: Kermi GmbHThe document was recorded in the United States Patent and Trademark Office at  
Reel 018558, Frame 0414, or for which a copy thereof is attached.2. From: Kermi GmbH To: Liebert CorporationThe document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_

The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached. Additional documents in the chain of title are listed on a supplemental sheet. As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.



Signature

Jeff Blind

Printed or Typed Name

5/21/08

Date

(614) 841-6033

Telephone Number

Secretary/Treasurer

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

## DEED OF AGREEMENT

between

Kermi GmbH  
Pankofen-Bahnhof 1  
94447 Plattling  
Germany

- hereinafter referred to as "KERMI" -,

Liebert Corporation  
1050 Dearborn Drive  
Columbus, Ohio 43085  
U.S.A.

- hereinafter referred to as "LIEBERT" -

and

Knürr AG  
Mariakirchener Straße 38  
94424 Arnstorf  
Germany

- hereinafter referred to as "KNÜRR" -.

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## PREAMBLE

KERMI is the applicant and owner of the protective rights' family "Cooling device for an electronic component, in particular for a microprocessor".

The protective rights' family comprises the protective rights and protective rights applications as set out below:

- (1) German Patent DE 103 35 197 B4  
Date of filing: July 30, 2003  
Grant of patent: October 27, 2005
- (2) German Utility Model DE 20 2004 020 315 U1  
Date of filing: June 28, 2004  
Date of registration: April 7, 2005
- (3) European Patent Application EP 1 649 736 A2  
(based on PCT/DE 2004/001361)  
Date of filing: June 28, 2004  
Date of publication: April 26, 2006
- (4) Patent Application in the U.S.A No. 10/566,797  
(based on PCT/DE 2004/001361)  
not yet published at present

KERMI intends to transfer upon LIEBERT the foregoing protective rights and protective rights applications, including PCT Application PCT/DE 2004/001361. They shall herein-after collectively be referred to as "protective rights".

KNÜRR is a contracting party since it has borne the previous costs in connection with the European Patent Application (3) and the Patent Application in the U.S.A. (4).

The present AGREEMENT stipulates the rights and obligations of the contracting parties in connection with the transfer and transcription of the "protective rights".

*W. A. M.*

I. **Transfer of the protective rights**

1. KERMI affirms that apart from the foregoing "protective rights", including the PCT Application, no other applications have been filed or exist with respect to this protective rights' family and furthermore declares to be the sole owner and exclusively authorized to dispose of the foregoing "protective rights".
2. KERMI affirms that the "protective rights" listed in the preamble are pending and legally valid.
3. KERMI shall be obligated to transfer said "protective rights" upon LIEBERT with all rights and obligations, however exempt from any rights of a third party, without guarantee to their legal validity or an infringement of any rights of a third party and shall furthermore agree to the transcription of said rights to LIEBERT.
4. KERMI shall be obligated to assume and comply with all contingent claims and rights of the inventors of these "protective rights", including the PCT Application PCT/DE 2004/001361, and to release LIEBERT from any claims of the inventors.
5. KERMI shall be obligated to make the declarations and affix the signatures required for the transfer and transcription of the "protective rights" and to procure the declarations and signatures required to be executed and affixed on the part of the inventors.
6. KERMI assigns the intellectual property rights to LIEBERT with effect from signing this AGREEMENT. LIEBERT accepts the assignment of the "protective rights".
7. Concurrent with the signing of this AGREEMENT, KERMI shall sign the CONFIRMATORY PATENT ASSIGNMENT, attached hereto as **Exhibit A**. At LIEBERT's request, KERMI shall perform the following actions and, as required, cause the inventors of the subject "protective rights" to perform the following actions:

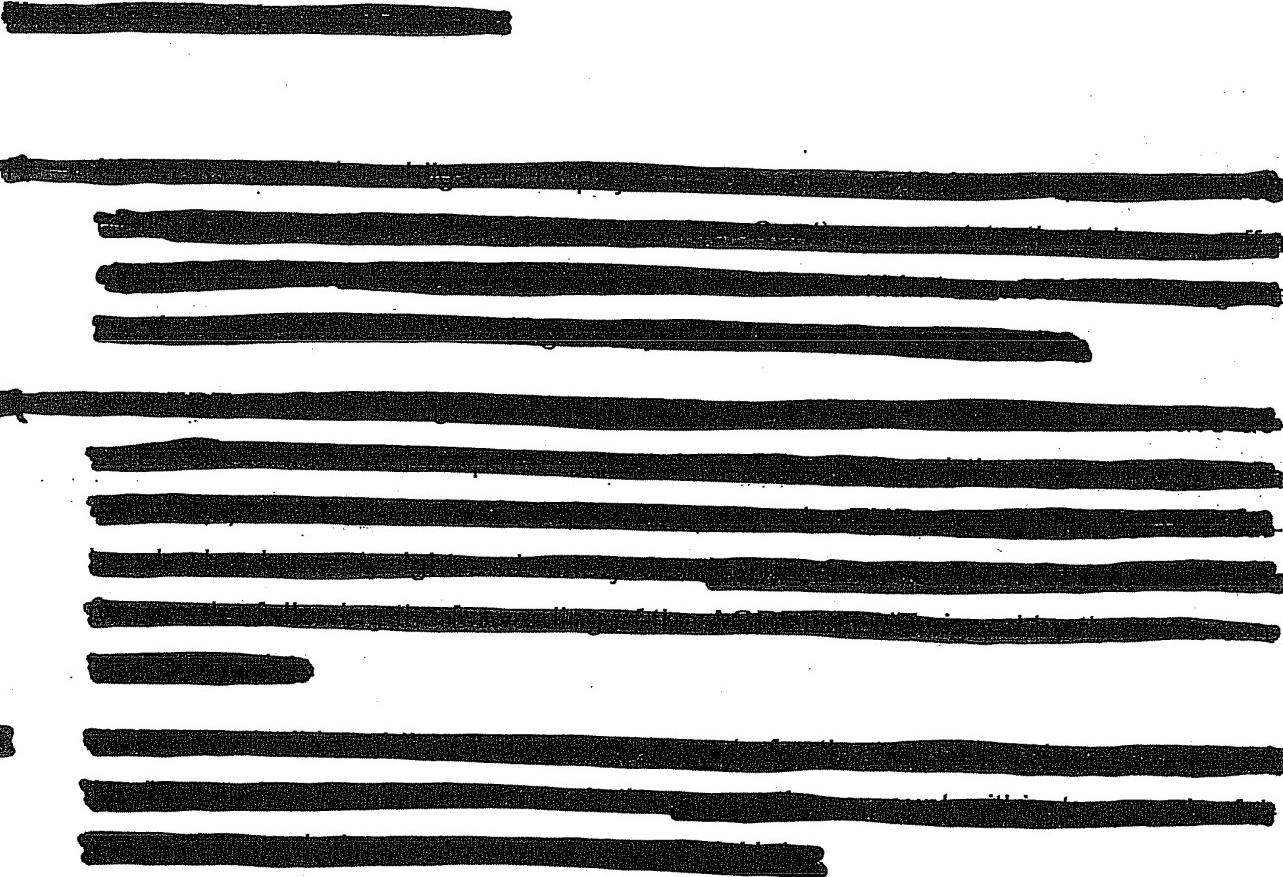
- a) execute any and all further documents that are reasonably necessary to evidence LIEBERT's ownership of the "protective rights";
- b) execute any and all applications, papers and other documents, provide other assistance, and do other acts that LIEBERT may deem necessary or useful in order to enable LIEBERT, at its own expense, to apply for, obtain, maintain and enforce the "protective rights" and any related intellectual property rights in any country or countries; and
- c) execute any and all further assignments, instruments and other documents that LIEBERT may deem necessary or useful in order to formally assign to LIEBERT, at its own expense, the entire right, title and interest in and to the "protective rights."

## II. Request to record the transfer

1. KERMI as registered owner and/or applicant of the "protective rights" and LIEBERT as assignee of the "protective rights" shall be obligated to duly sign the **requests to record the transfer** to be filed with the German Patent and Trademark Office, the European Patent Office and the US Patent and Trademark Office and to return them to the sender.
2. The requests shall be signed and returned no later than two weeks after receipt thereof.
3. Patentanwaltskanzlei Weber & Heim, Irmgardstraße 3, 81479 Munich, Germany which represents KNÜRR in matters relating to industrial property rights, shall be in charge of the execution and forwarding of the requests for the protective rights (1) and (2) as well as for the protective rights application (3). Weber & Heim shall thus be the sender of the requests.

Weber & Heim shall notify the contracting parties when the transfer and the transcription have been effected and forward the respective official notifications to them.

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4. The transfer and transcription of the Patent Application in the U.S.A (4) shall be carried out by involving the US lawyer of KERMI. The foregoing provisions of the present AGREEMENT shall apply accordingly.
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#### **IV. General provisions**

1. The present AGREEMENT shall become effective upon the date of signatures rendered by the three contracting parties thereto.
  2. Where a contracting party violates one of the provisions of the present AGREEMENT, any of the parties shall be entitled
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- a) to request the violating party to remedy, eliminate or revoke the violation within two weeks after receipt of such a request and to notify the other contracting parties hereof.
  - b) Otherwise each of the contracting parties shall be entitled to terminate this AGREEMENT upon two weeks' notice vis-à-vis the other contracting parties, or
  - c) to institute legal proceedings for fulfilment and assertion of the AGREEMENT within four weeks.
3. Upon the entry into force of this AGREEMENT any and all rights and obligations in relation to the "protective rights" and arising therefrom shall be developed to LIEBERT.
- With respect to these "protective rights" LIEBERT shall be exclusively authorized to issue instructions and commissioned to
- a) Weber & Heim with the representation, maintenance and continuation of the proceedings regarding the protective rights (1), (2) and (3) as well as
  - b) US lawyer with the representation of the protective right (4).
4. All amendments and supplements to this AGREEMENT must be made in writing. Any waiver of the requirement of the written form may only be made in writing.
5. The contracting parties shall be obligated to impose the provisions of this AGREEMENT upon possible legal successors.
6. The AGREEMENT shall be subject to law of the Federal Republic of Germany. The courts of Munich shall have exclusive jurisdiction.

Plattling, March 6, 2008

Krämer Sohn  
KERMI GmbH  
Peter Krämer Dr. Roger Schönborn  
Managing Directors

Arnstorf, March 7, 2008 Columbus, Ohio... March 7, 2008

Peter Koch Oliver Gosemann Steven Madara  
KNÜRR AG DR. PETER KOCH, CTO  
OLIVER GOSEMAN, CEO  
LIEBERT Corporation  
STEVEN MADARA  
VP+GM Liebert

**EXHIBIT A**

**CONFIRMATORY PATENT ASSIGNMENT**

This Confirmatory Assignment is made by and between Kermi GmbH, a corporation organized under the laws of Germany, having an address of Pankofen-Bahnhof 1, 94447 Plattling, Germany, (the "Assignor"), and Liebert Corporation, a corporation organized under the laws of the State of Ohio, United States of America, having an address of 1050 Dearborn Drive, Columbus, Ohio (the "Assignee"), and is effective as of the aforementioned date.

**RECITALS**

WHEREAS, pursuant to that certain Deed of Agreement of even date herewith by and between Assignor and Assignee (herein, the "Agreement"), Assignor assigned to Assignee, and Assignee accepted from Assignor, the patents and patent applications listed on Appendix A (attached hereto); and

WHEREAS, the parties wish to confirm such assignment as further described below.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual representations, warranties, and covenants set forth in the Agreement and good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

Assignor hereby confirms its assignment to Assignee of all of Assignor's right, title and interest in and to each of the patents and patent applications listed on Appendix A, together with any foreign counterparts thereof and any continuations, continuations-in-part, divisionals, reissues, reexaminations, and extensions thereof, including the right to recover for past infringements of, or liabilities for, any of the rights relating to said patents or applications.

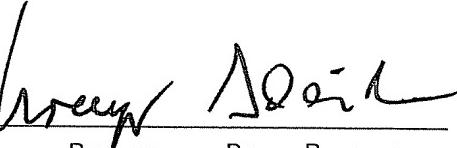
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**EXHIBIT A**

IN WITNESS WHEREOF, the parties have duly executed and delivered this Confirmatory Assignment on the date first written above.

**KERMI GMBH**

By:   
Peter Krayenbühl  
Name (print): Krayenbühl  
Title: Managing Directors  
Date: March, 6, 2008

**LIEBERT CORPORATION**

By:   
Steven Madara  
Name (print): STEVEN MADARA  
Title: VP + GM Liebert  
Date: March 7, 2008

**EXHIBIT A****Appendix A**

Patent / Application Number	Publication Number	Pub. Date	Filed	Title
PCT/DE 2004/001361	WO05015970A3	2007-07-05	2004-06-28	COOLING DEVICE FOR AN ELECTRONIC COMPONENT, ESPECIALLY FOR A MICROPROCESSOR
US 10/566,797	US20070274044A1	2007-11-29	2004-06-28	Cooling Device For an Electronic Component, Especially for a Microprocessor
EP1649736A2 (based on PCT/DE 2004/001361)	EP1649736A2	2006-04-26	2004-06-28	COOLING DEVICE FOR AN ELECTRONIC COMPONENT, ESPECIALLY FOR A MICROPROCESSOR
DE202004020315U1	DE202004020315U1	2005-05-12	2004-06-28	Kühlvorrichtung für ein elektronisches Bauelement, insbesondere für einen Mikroprozessor
DE10335197B4	DE10335197B4	2005-10-27	2003-07-30	Kühlvorrichtung für ein elektronisches Bauelement, insbesondere für einen Mikroprozessor